



# Pullman Leasing Company

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7070

December 9, 1988

No. **8-349A062**

Date **DEC 14 1988**

Fee \$ **13.00**

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION  
Office of Recordation  
Room 2303  
12th & Constitution Avenue  
Washington, D.C. 20423

RE: FILING  
SUPPLEMENTAL AGREEMENT  
DATED AS OF NOVEMBER 3, 1988  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
SERIES 1

INTERSTATE COMMERCE COMMISSION

DEC 14 1988 2:30 PM

RECORDATION NO. **15514-A**

ICC OFFICE OF  
THE SECRETARY  
DEC 14 2 23 PM '88  
MOTOR OPERATING UNIT

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 1 (hereinafter referred to as the "Supplement") dated as of November 3, 1988 between Continental Illinois National Bank and Trust Company, as Trustee (hereinafter referred to as the "Trustee"), and Signal Capital Corporation (hereinafter referred to as the "Company"), to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of March 1, 1988 between the Trustee, as Trustee, and the Company. The Agreement was filed with the Commission on March 1, 1988 and was assigned Recordation No. 15514.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by the Company and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed; and to substitute, therefore, other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$13.00 as the fee for recording the Supplement.

*Charles Handy*

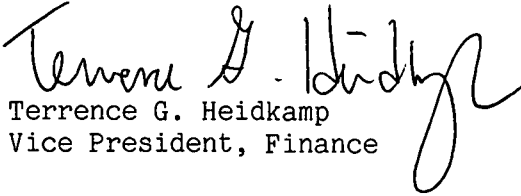


ICC - Office of Recordation  
December 9, 1988  
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making the delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,



Terrence G. Heidkamp  
Vice President, Finance

TGH:crn  
enclosures

cc: file

# Interstate Commerce Commission

Washington, D.C. 20423

12/14/88

OFFICE OF THE SECRETARY

Terrence G. Heidkamp  
Vice President Finance  
Pullman Leasing Company  
200 South Michigan Avenue  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/88 at 2:30pm, and assigned recordation number(s). 15514-A

Sincerely yours,

*Narta L. McEwen*  
Secretary

Enclosure(s)

INTERSTATE COMMERCE COMMISSION

DEC 14 1988 2-30 PM

RECORDATION NO. 155145 A

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 1

SIGNAL CAPITAL CORPORATION

EQUIPMENT TRUST

(Series 1)

SUPPLEMENTAL AGREEMENT NO. 1

Dated as of November 3, 1988

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of March 1, 1988

BY AND BETWEEN

Continental Illinois National Bank  
and Trust Company of Chicago  
Trustee

AND

Signal Capital Corporation

SUPPLEMENTAL AGREEMENT NO. 1  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
(Series 1)

This Supplemental Agreement No. 1 (hereinafter called the "Supplemental Agreement"), dated as of November 3, 1988 by and between Continental Illinois National Bank and Trust Company of Chicago, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and Signal Capital Corporation, entered into an Equipment Trust Agreement, dated as of March 1, 1988 (hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment, which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since March 1, 1988. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution of the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Continental Illinois National Bank  
and Trust Company of Chicago,  
as Trustee

Diane J. Schmidt  
Trust Officer

By: Alice K. Gresham  
SECOND Vice President

Attest:

David J. Power  
Assistant Secretary

Signal Capital Corporation

By: Patrick J. Lark  
Vice President

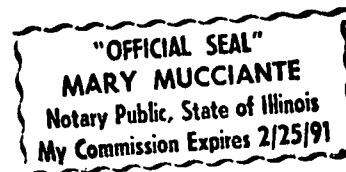
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, MARY MUCCIANTE, a Notary Public in and for such county and state, do hereby certify that Alice K. Greenhouse, personally known to me to be Second Vice President of Continental Illinois National Bank and Trust Company of Chicago, and DIANE T. B. SCHMIDT, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Second Vice President and Trust Officer of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of 1988.

Mary Mucciante  
Notary Public

My commission expires 2/25/91



STATE OF NEW HAMPSHIRE )  
 )  
COUNTY OF ROCKINGHAM )

I, GENISE AMERO, a Notary Public in and for such County and State, do hereby certify that PATRICK J. LINK personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and DAVID J. POWER, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of November, 1988.

Genise Amero  
Notary Public

My commission expires

September 24, 1991



SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
(SERIES 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
1	4750 cu. ft. 100-ton capacity covered hopper	PTLX 15960	\$ 13,275.22	2/75
7	4750 cu. ft. 100-ton capacity covered hopper	PTLX 17491, 17567, 17720, 17757, 17803, 17933, 17983	95,284.28	8/75
1	5700 cu. ft. 100-ton capacity covered hopper	(PLCX 57043 ^	20,656.62	12/76
1	20,800 gal. coiled and insulated tank car	PTLX 220167	26,118.38	12/76
1	21,000 gal. coiled and insulated tank car	PTLX 220171	25,737.91	12/76
1	5820 cu. ft. 100-ton capacity covered hopper	PLCX 42758 ^	22,686.56	3/77

SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
(SERIES 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
1	4750 cu. ft. 100-ton capacity covered hopper	PLCX 19566	\$ 21,910.25	8/79
1	4750 cu. ft. 100-ton capacity covered hopper	PLCX 19968	22,004.56	9/79
3	4750 cu. ft. 100-ton capacity covered hopper	PLCX 20308, 20415, 20430	68,918.14	2/80
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 20620, 20702	45,945.43	3/80
3	4750 cu. ft. 100-ton capacity covered hopper	PLCX 20912, 21111, 22186	75,946.32	4/80
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 20916, 23942	51,535.32	5/80

SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
(SERIES 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
1	4750 cu. ft. 100-ton capacity covered hopper	PLCX 22354	\$ 26,667.97	9/80
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 22441, 22481	56,198.32	10/80
<u>4</u>	4750 cu. ft. 100-ton capacity covered hopper	PLCX 22777, 22841, 22920, 22984	<u>115,701.61</u>	11/80
<u>31</u>	Total		<u>\$688,586.89</u>	

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF MARCH 1, 1988  
(SERIES 1)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Earlier Than</u>
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 19401, 19405	\$ 62,870.16	\$ 42,123.00	9/79
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 21967, 21974	66,453.10	44,922.30	11/79
2	4750 cu. ft. 100-ton capacity covered hopper	PLCX 16198, 16199	28,403.14	19,541.36	3/80
4	4750 cu. ft. 100-ton capacity covered hopper	PLCX 16200, 16201, 16202, 16203	56,806.28	39,253.12	4/80
3	4750 cu. ft. 100-ton capacity covered hopper	PLCX 16204, 16205, 16206	42,604.71	29,567.67	5/80
18	4750 cu. ft. 100-ton capacity covered hopper	PLWX 16018, 16019, 16020, 16021, 16022, 16023, 16024, 16025, 16026, 16027, 16028, 16029, 16030, 16031, 16032, 16033, 16034, 16035	646,600.86	481,717.62	10/81
<u>1</u>	4750 cu. ft. 100-ton capacity covered hopper	PLWX 15999	<u>39,363.22</u>	<u>32,041.66</u>	9/83
<u>32</u>	Total		<u>\$943,101.47</u>	<u>\$689,166.73</u>	